

**Exhibit 6**  
**to the**  
**Declaration of Steve Gallant**

**Spicer, Donna S.**

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**From:** RThompson@fbm.com  
**Sent:** Tuesday, August 21, 2007 8:14 PM  
**To:** Steve.Gallant@maritz.com; Weiss, Charles  
**Cc:** jlemborg@fbm.com  
**Subject:** Visa-Maritz dispute  
**Attachments:** Document.pdf

Steve and Charlie:

We have discussed with Visa the proposal you made in our call last week. Visa disagrees with Maritz' position that the attached July 9, 2007 letter agreement is not enforceable. Visa is willing, however, to accept Maritz' proposal that the parties proceed with the first two stages of the dispute resolution process as outlined in the letter agreement, negotiation and mediation, while reserving their respective positions on the third stage, arbitration. This will require cooperation and coordination to stay on the agreed schedule.

Jonathan and I are generally available Wednesday through Friday of this week to discuss next steps during a conference call. Why don't you suggest two slots that work for both of you and we will make one of them work for us. Thanks.

Rod

-----Original Message-----

**From:** Gallant, Steve [mailto:Steve.Gallant@maritz.com]  
**Sent:** Tuesday, July 10, 2007 1:18 PM  
**To:** Thompson, Rod (27) x4445  
**Cc:** Taylor, Kelvin; Peterman, Mark  
**Subject:** RE: ltr to gallant

Rod - attached is an executed agreement outlining the procedures for resolving any differences that may exist between Visa and Maritz. It is my understanding that the first direct negotiation meeting will take place on or about July 24, 2007 and there will then be 30 days to reach a resolution. In the event we are unable to reach agreement, we will then escalate to mediation and arbitration as set forth in the letter. Please call me should you have any questions.

Steve

Steven M. Gallant  
Vice President, Associate General Counsel  
Maritz Inc.  
1375 N. Highway Drive  
Fenton, MO 63099  
636.827.4290 (office)  
314.614.2656 (mobile)  
636.827.3708 (fax)

**Exhibit 6**

1/17/2008

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**From:** RThompson@fbm.com [mailto:RThompson@fbm.com]  
**Sent:** Tuesday, July 10, 2007 11:55 AM  
**To:** Gallant, Steve  
**Subject:** FW: ltr to gallant

Steve, resending to be sure you have this.  
**Roderick M. Thompson**  
Attorney at Law

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**Farella Braun + Martel LLP**  
RUSS BUILDING  
235 MONTGOMERY STREET  
SAN FRANCISCO / CA 94104

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-----Original Message-----

**From:** Dugan, Angelica (27) x3503  
**Sent:** Monday, July 09, 2007 5:42 PM  
**To:** Thompson, Rod (27) x4445  
**Subject:** ltr to gallant

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1/17/2008



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July 9, 2007

Via Fax and U.S. Mail

Fax: 636-827-5485

Steven M. Gallant  
Associate General Counsel  
Maritz Inc.  
1375 N. Highway Dr.  
Fenton, MO 63099

Re: Master Services Agreement dated April 17, 2006 (the "Agreement") between  
Visa U.S.A. Inc. and Maritz Inc., d/b/a Maritz Loyalty Marketing

Dear Steve:

This follows up on our telephone conversation of July 5, 2007. We agreed that our clients' respective claims for damages resulting from alleged breaches of the Agreement and related claims will all be resolved outside of court. In particular, we agreed to the dispute resolution framework set out below.<sup>1</sup>

First Stage: Direct negotiations for a period of 30 days. For example, assuming that negotiations begin by July 30, 2007, we agreed that they would conclude on August 30, 2007. As to the tentatively scheduled July 12 meeting, Visa prefers to have counsel attend and, therefore, the meeting must be rescheduled since you cannot attend. Visa's business representatives will be in touch with their Maritz counterparts to reschedule.

Second Stage: Mediation, before a mutually acceptable mediator at a location to be agreed and to be conducted within 60 days thereafter.

Third Stage: Binding arbitration pursuant to the AAA Commercial Rules. Subject only to the schedules of the arbitrators, the hearing must be commenced within 90 days after the conclusion of the mediation process. The arbitration will allow for only limited discovery and a

<sup>1</sup> While we both understand that further details on the dispute resolution process will need to be worked out between us if the dispute is not resolved in the first stage, our clients intend to be bound by this agreement to resolve all disputes outside of court. To the extent they are unable to agree on any aspect of the procedure, such disagreement will be resolved by the applicable rules and procedures of the American Arbitration Association ("AAA").

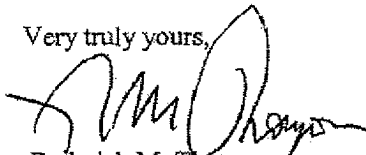


Steven M. Gallant  
July 9, 2007  
Page 2

streamlined schedule. (Although we did not discuss these details, Visa would prefer three neutral arbitrators and baseball or high-low arbitration; I will send you a draft agreement for review under separate cover.)

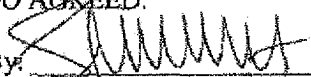
Please confirm Maritz' agreement to the foregoing by countersigning in the space provided below. We appreciate your courtesy and cooperation.

Very truly yours,



Roderick M. Thompson

SO AGREED.

By:   
On behalf of Maritz, Inc.

Dated: July 10, 2007

RMT:avd

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